



United States Environmental Protection Agency

**GSA Information Technology (IT) Schedule 70
Category 132 51 Information Technology Professional Services**

TO: Prospective Vendors

FROM: US Environmental Protection Agency
Meghan Thomas, Contracting Officer
Office of Acquisition Management
Superfund/RCRA Regional Procurement Operations Division
Headquarters Contract Service Center

SUBJECT: **MODIFICATION 003** to Request for Quotation No. RFQ950394 for Information Technology (IT) Support for Assessment Cleanup and Redevelopment Exchange System (ACRES) for the Office of Brownfields and Land Revitalization (OBLR)

DATE: Thursday, February 12, 2015

The US Environmental Protection Agency's (EPA) Office of Brownfields and Land Revitalization (OBLR) anticipates issuing a Time & Materials (T&M) task order against this Request for Quotation (RFQ). This RFQ is being issued among Federal Supply Schedule (FSS) holders under GSA Schedule 70 "Information Technology" Category 132 51 "Information Technology Professional Services". This acquisition will be conducted using Subpart 8.4 of the Federal Acquisition Regulation (FAR).

In accordance with the statement of work, the vendor shall provide Information Technology (IT) Support for Assessment Cleanup and Redevelopment Exchange System (ACRES) for the Office of Brownfields and Land Revitalization (OBLR) in the areas of operational support; data management and analysis support; and system management, development and integration support. Currently this effort is being performed under an expiring GSA Task Order with SRA International, Inc. of Fairfax, VA.

Quotations must be received no later than 12:00 PM ET Tuesday, March 3, 2015. Quotations not received by the time and date specified and in the manner specified will not be evaluated and will be eliminated from further consideration.

Questions about this RFQ shall be submitted in writing to Contract Specialist Manuela Meyer via email at meyer.manuela@epa.gov no later than COB Tuesday, January 20, 2015. Timely submitted questions will be answered through a Questions and Answers posting to the RFQ. The identity of the firm submitting questions will be redacted to preserve anonymity. Should the questions submitted and answers provided necessitate an amended RFQ, the Contracting Officer will amend the RFQ and ensure sufficient time is allowed for the submission of quotations.

Period of Performance: The period of performance of the base period of this contract shall be from date of contract award through twelve (12) months. In addition to the base period, this contract shall have four (4), one (1) year option periods.

Place of Performance: Work under this task order shall be performed at the contractor's facility.

Contract Type: EPA anticipates award of a Time & Materials type task order with fixed rates for services.

Eligibility: The subject requirement is open to all vendors with an active Federal Supply Schedule (FSS) contract under GSA Schedule 70 "Information Technology" Category 132 51 "Information Technology Professional Services".

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I. SF-18 FORM

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 4 OF 59 PAGES	
1. REQUEST NO. RFQ-DC-15-00024		2. DATE ISSUED 01/08/2015	3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1
5a. ISSUED BY SRRPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460		6. DELIVERY BY (Date) Multiple			
5b. FOR INFORMATION CALL: (No collect calls)		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
NAME Manuela Meyer		TELEPHONE NUMBER AREA CODE NUMBER		9. DESTINATION	
8. TO: a. NAME b. COMPANY		a. NAME OF CONSIGNEE			
c. STREET ADDRESS		b. STREET ADDRESS			
d. CITY		e. STATE		f. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 03/03/2015 1200 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Information Technology (IT) Support for Assessment Cleanup and Redevelopment Exchange System (ACRES) for the Office of Brownfields and Land Revitalization (OBLR) See GSA eBuy Solicitation No. RFQ950394				
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached					
13. NAME AND ADDRESS OF QUOTER a. NAME OF QUOTER b. STREET ADDRESS c. COUNTY d. CITY		14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION a. NAME (Type or print) c. TITLE (Type or print)		15. DATE OF QUOTATION b. TELEPHONE AREA CODE NUMBER	
e. STATE		f. ZIP CODE			
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable					
STANDARD FORM 18 (REV. 6-95) Prescribed by GSA - FAR (48 CFR) 53.215-1(a)					

II. STATEMENT OF WORK

INFORMATION TECHNOLOGY (IT) SUPPORT FOR THE ASSESSMENT, CLEANUP AND REDEVELOPMENT EXCHANGE SYSTEM (ACRES) FOR THE OFFICE OF BROWNFIELDS AND LAND REVITALIZATION

I. INTRODUCTION

The US Environmental Protection Agency (EPA) Office of Solid Waste and Emergency Response (OSWER) Office of Brownfields and Land Revitalization (OBLR) operates and maintains the Assessment, Cleanup and Redevelopment Exchange System (ACRES). ACRES is an online database for Brownfields Grantees to electronically submit data directly to EPA. OBLR seeks contractor support to maintain the ACRES database; develop new components that accommodate several emerging reporting requirements; and improve tools for Regional staff to track, plan, and demonstrate evidence of progress towards performance goals. OBLR envisions continued efforts to integrate support for the review process as a component of the ACRES architecture. OBLR anticipates developing enhanced information collection and performance measure development for the State and Tribal Response Programs. OBLR also anticipates developing more advanced performance measures for grantee activities, such as developing methods to implement measures recommended by the Office of Management and Budget (OMB), and ongoing enhancements to the system, driven by stakeholder feedback.

II. BACKGROUND

The Office of Brownfields and Land Revitalization (OBLR) is responsible for implementing the Brownfields Program. The Brownfields Program empowers states, communities, and other stakeholders in economic development to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse Brownfields. Brownfields are properties where the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This program is a critical element of efforts to integrate environmental protection and economic revitalization. Basic information on the program is available at: http://www.epa.gov/brownfields/basic_info.htm.

There are an estimated more than 450,000 brownfields in the United States. Cleaning up and reinvesting in brownfields increases the local tax bases, facilitates job growth, utilizes existing infrastructure, takes development pressure off undeveloped land, and both improves and protects the environment. This effort supports the mission of EPA of protecting human health and the environment by identifying and removing harmful contaminants and then returning properties to beneficial uses, such as parks, new homes, offices, and commercial areas. Reusing brownfields is a nationwide issue, the economic benefits of which impacts large cities and small towns alike.

In early 2002, the enactment of the Small Business Liability Relief and Brownfields Revitalization Act, commonly referred to as the Brownfields Law, marked the beginning of a new era for the Brownfields Program. The law provided EPA with expanded authority and funding to help communities assess, cleanup and reuse the hundreds of thousands of brownfields blighting their neighborhoods and hosting unknown health and environmental risks. Specifically, EPA has established brownfields grant programs, clarified liability, and provided assistance to state and tribal response programs. These efforts to fund

projects, provide technical assistance, and facilitate partnerships have led to proven, real-world outcomes and tangible results.

Brownfield grant programs support revitalization efforts by funding environmental assessment, cleanup, and job training activities. Brownfields assessment cooperative agreements provide funding for brownfields inventories, planning, environmental assessments, and community outreach. Brownfields cleanup cooperative agreements provide direct funding for cleanup activities at certain properties with planned green space, recreational, or other nonprofit uses. Brownfields Revolving Loan Fund cooperative agreements provide funding to capitalize loans to clean up brownfields. Brownfields Job Training cooperative agreements provide environmental training for residents of brownfields communities. 128(a) State and Tribal Response Program cooperative agreements provide assistance to establish and enhance state and tribal response programs. Information on Brownfields grants and funding can be found here: http://www.epa.gov/brownfields/grant_info/.

Following the passage of the Brownfields Law, OBLR implemented a number of changes to its data collection and management procedures, including the development of a Property Profile Form and Job Training Profile Form which standardized the data collected from recipients. In 2005, OBLR launched the Assessment, Cleanup and Redevelopment Exchange System (ACRES). Designed to allow and accommodate new data elements, while still maintaining historical information, ACRES also integrated work flow management into the database structure. The ACRES architecture includes an Oracle database, ColdFusion data entry screens and Oracle reports. In 2006, OBLR developed a module in EPA's Central Data Exchange (CDX) that allowed users (recipients and regional project officers) the option to enter and submit data online. In 2013, OBLR changed the source of user authentication from CDX to EPA's Web Access Management (WAM) framework. Like CDX, WAM provides a singular sign-on for EPA staff and grantees, providing login security, user authentication, and URL access to the ACRES Web Application for the appropriate users.

III. CONTRACT TYPE

Time & Materials with Fixed Rates for Services

IV. PLACE OF PERFORMANCE

Work under this task order shall be performed at the contractor's facility.

V. PERIOD OF PERFORMANCE

The period of performance of the base period of this contract shall be from date of contract award through twelve (12) months. In addition to the base period, this contract shall have four (4), one (1) year option periods.

For quotation preparation purposes, vendors shall assume a contract start date approximately on or around May 1, 2015.

VI. SCOPE

The contractor shall provide ongoing operational support; data management and analysis support; and system management, development and integration support for the Assessment, Cleanup and Redevelopment Exchange System (ACRES) for EPA's Office of Brownfields and Land Revitalization (OBLR), Regional counterparts and stakeholders.

The contractor shall furnish all resources to perform all work described in the tasks of this statement of work (SOW) and perform contract management functions and meet all other contract terms and conditions.

The contractor shall provide support in the collecting and managing of information for the Brownfields Program including, but not limited to:

- Support efficient and accurate data collection efforts;
- Conduct data entry activities;
- Provide and improve access to data by OBLR and Regional staff/ managers and national program managers;
- Provide and improve access to relevant data by the public;
- Leverage EPA information architecture to achieve information management goals;
- Conduct essential quality assurance reviews, often in collaboration with data originators, to ensure high quality and defensible data; and
- Maintain current and accurate records documenting data.

VII. TASKS

TASK 1. TASK ORDER MANAGEMENT

Subtask 1.1 Project Management Plan

The contractor shall develop a Project Management Plan (PMP) that shall be used as a foundation for technical direction and resources management planning. The plan shall address the approach for accomplishing the tasks. The PMP shall include, but not be limited to the following information:

- Schedule and Critical Milestones
- Staffing Plan
- Key Deliverables
- Planned Budget Information
- Risk Management
 - Risk Identification
 - Risk Mitigation Plan (including any conflict of interest issues)
- Subcontract Management (as appropriate)
- Quality Assurance (QA)/Quality Control (QC)
- Task Dependencies and Interrelationships

Where the contractor identifies deviations from the plan, the contractor shall provide the supporting rationale necessitating the deviation, in a Problem Notification Report (PNR).

The contractor shall keep the PMP up-to-date, and be prepared to brief any plan content to the Government at short notice (within 24 hours). The PMP shall be used as a foundation for the Monthly Progress Report (see Subtask 1.3).

Subtask 1.2 Kick-off Meeting

The contractor shall participate in the Kick-off meeting to discuss the expectations of the parties under this Task Order within thirty (30) days of award. During the meeting, the contractor shall present their Project Management Plan as discussed in Subtask 1.1.

Subtask 1.3 Monthly Progress Report

The contractor shall provide a Monthly Progress Report (MPR) in accordance with MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996). In addition to the clause requirements, the MPR shall focus on contractual issues such as finances, performance, personnel, innovative ideas and schedules, recap all problems, issues, concerns, deviations from report schedules, and an include issue summary for each active task and work to be accomplished in the subsequent reporting period. The report shall include contract number, delivery order number, date of the report, name of the Government agency, and name of the project.

Subtask 1.4 Meeting Support

The contractor shall provide meeting support to facilitate interaction with stakeholder groups, including Brownfields grants recipients, EPA Regional staff, EPA Headquarters, and, at times, members of the brownfields revitalization community. The contractor shall provide advice on operational strategy by preparing options papers and briefing materials. The contractor shall (1) prepare agendas, announcements, and briefing materials; (2) facilitate meeting discussions; (3) supply a note taker for meetings; (4) prepare and distribute meeting summaries (average 2 pages summary per hour of meeting) and other post-meeting communications; and (5) track action items. The contractor should estimate bi-monthly, hour long conference calls with Regional staff and 3 – 4 additional half day project specific meetings a year.

Subtask 1.5 Performance Measurements Analysis

It is necessary for OLBR to continue to identify the requirements of the Government Performance Results Act (GPRA) and other program mandates to ensure that reporting tools meet legislative requirements as well as other applicable performance measurement indicators. The contractor shall track progress in achieving performance targets at the national and regional level. The contractor shall maintain documentation of current GPRA measures and evaluate potential improvements to these measures. The contractor shall support OBLR in researching and implementing environmental indicators and assessing environmental benefits.

TASK 2. DATA MANAGEMENT AND ANALYSIS SUPPORT

Subtask 2.1 Quality Management Plan (QMP)

The contractor shall develop and implement an approved QMP to ensure OBLR's work will be done accurately, thoroughly, and completely. The contractor shall submit a QMP to EPA for review, coordination, and approval. It is estimated that the contractor shall submit a draft QMP to EPA for review. In addition, through this process, the contractor shall assist OBLR in developing and improving data extraction, entry, and quality assurance processes that will provide input to the redesign analysis. The contractor shall maintain up to date documentation on management plans and procedures.

Subtask 2.2 Data Extraction and Review

The contractor shall conduct ongoing data extraction activities, including analysis of source documents, extraction of relevant information, and entering of the relevant information into ACRES. For planning purposes, the contractor shall expect to receive, log, review, and enter data for approximately 200 documents each month. These will largely consist of Property Profile Forms <http://www.epa.gov/brownfields/pubs/index.html>.

Subtask 2.3 Data Entry, Reporting and Quality Assurance

OBLR maintains electronic copies of all successful grant proposals and documents submitted by cooperative agreements awarded after FY2002 for entry into ACRES. The contractor shall maintain an updated compendium of electronic documents. Some recipients submit paper reports. The contractor shall, scan these documents to create an electronic copy as determined by the COR. The contractor shall receive and log all paper and electronic reports received for data entry. The contractor shall deliver these reports to EPA upon request.

The contractor shall conduct quality assurance reviews of the information entered by the recipient and submit the information for Regional review. In addition, the contractor shall provide monthly data reports, reviewing data entered by Regions and recipients.

Subtask 2.4 Support for Ad Hoc Analysis and Reports

The Contractor shall provide Ad Hoc analysis and reports as directed only by the EPA COR. The contractor may anticipate 10-20 requests per month. For example, report requests in the past have ranged from querying the database for results from a particular geographic area (e.g. projects in Kentucky) or properties reporting a cleanup complete.

TASK 3. TRAINING AND TECHNICAL ASSISTANCE

Subtask 3.1 Help Desk Support

As the Brownfields Program matures and enhancement to ACRES occurs, it shall be necessary to provide technical assistance to recipients and regional staff. The contractor shall provide a help desk line to allow the users to contact an expert to provide assistance on any technical issue related to ACRES.

One toll-free customer service line with voicemail capabilities shall be available Monday through Friday 9:00 am to 7pm EST. Email helpdesk shall be staffed from Monday through Friday 9:00am to 7:00pm EST.

Subtask 3.2 Training Support

Trainings to new users and refreshers to current users are critical for the quality and accuracy of the data collection process. The contractor shall develop tools and materials to train and update recipients and EPA Regional staff on the data definitions and entry methods. OBLR plans to make training more accessible to grant recipients and regional EPA users by developing a web-based training tool. The contractor should shall also develop a comprehensive training curriculum that will support self-directed learning and can be used at conferences. The contractor may anticipate the need to develop and implement a 2 hour training curriculum every three months and five long distance in person trainings (8 hours each).

Subtask 3.3 Technical Assistance

ACRES data entry and quality assurance may include approximately 150 EPA Regional staff and over 700 recipients. The contractor shall also provide direct technical assistance (via emails or telephone calls, operating as a call center) to recipients and EPA Regional staff working with ACRES. Assistance shall include basic navigation and process instructions as well as defining performance measure and data fields. The contractor may anticipate to provide applicable anticipate assistance on four, one hour cases a week.

TASK 4. SYSTEM MANAGEMENT, DEVELOPMENT AND INTEGRATION SUPPORT

Subtask 4.1 System Operation and Management Activities

The contractor shall provide support to operate and maintain ACRES. The components of ACRES are housed at EPA facilities. The contractor shall work with identified technical staff at these facilities to ensure accurate and efficient operation of ACRES. The contractor shall maintain up to date system documentation as required by EPA policies and procedures (e.g. Enterprise Architecture, Security, and System Life Cycle Management). This includes, but is not limited to: user registration and roles, system architecture, data element dictionaries, entity relationship diagrams, security plans, and other system documents.

The contractor shall support OBLR in completing the Automated Security Self-Evaluation and Remediation Tracking assessment, developing Capital Investment Control submissions, Application Deployment Checklist, and other system management documents. In addition, under this task, the contractor shall ensure that ACRES remains in compliance with EPA and other federal operational standards for information systems.

For all systems development and maintenance work, the contractor shall develop, document, and implement satisfactory testing procedures to ensure smooth system transitions. The contractor shall log defects and work with the EPA COR to prioritize resolution of defects.

Subtask 4.2 Information Architecture Design and Implementation

The contractor shall develop a target architecture that will address existing, evolving and new program needs (e.g. integrating grant proposal management capabilities into the ACRES database), creating new tools to access and display information, developing data sharing strategies, accommodating new information collection requirements, transitioning to newer technologies, and other needs. The contractor shall develop an implementation plan that organizes the activities and schedule necessary to achieve the target architecture. As part of developing and implementing the target architecture, the contractor shall develop and maintain a release schedule for updates to ACRES and the security plan. The contractor shall ensure that all elements of the ACRES target architecture comply with EPA's information architecture and leveraged existing EPA information tools.

Subtask 4.3 Requirements Analysis and Solution Development

The contractor shall conduct and document requirements gathering and needs analysis for ACRES or its components. To identify these requirements, the contractor shall obtain stakeholder input through interview, surveys, meetings, and other methods. Stakeholders should be viewed broadly as the users of the system, the suppliers of data, and also representative samples of those who use Brownfields information. The contractor shall evaluate the requirements gathered and propose solutions that meet the identified needs. The contractor shall evaluate, document, and present the positive and negative side of possible solutions as well as proposing a recommended solution. The contractor shall outline how the proposed solution will align with the ACRES architecture. The contractor shall conduct usability testing on proposed designs to ensure proposed solutions satisfy user requirements.

OBLR anticipates that additional performance measurements and reporting requirements will be developed. These requirements will require OBLR to collect, store, and manage additional data. The contractor shall analyze future data collection requirements and propose additions and enhancements to the database schema to accommodate these additional data requirements. The contractor shall document these new data reporting requirements and develop tools and protocols to ensure data quality and maintains database functionality. The contractor shall design, document and implement these changes.

OBLR launched Cold Fusion data entry screens in 2009. The contractor shall update and enhance data entry screens, as needed, to accommodate emerging information management requirements. OBLR anticipates developing additional interfaces for additional user communities. The contractor shall assist OBLR in working with EPA offices to design, develop, launch, and operate these additional interfaces.

OBLR has a large number of electronic documents. In addition, Regional staff maintains a variety of technical, financial, and administrative records related to brownfields cooperative agreements. The contractor shall define research, propose, design, document, develop, and implement a system that allows for the electronic storage and management of these cooperative agreements records. The contractor shall coordinate with EPA information architecture and partners to accomplish these goals.

Subtask 4.4 Data Access Tools and Reports

OBLR has been collecting information in ACRES and its predecessor since 1998, resulting in a wealth of data on past brownfields projects. As the program has matured, it has developed more detailed performance measure tracking and reporting requirements. In addition, the program's focus on grant performance and Regional performance continues to grow. The contractor shall develop reporting tools

and views that allow program stakeholders to access and view data related to meeting performance goals and other program management needs. The ACRES database currently contains a bevy of predefined reports developed through the Oracle Reports tool. The contractor shall evaluate the use of these existing reports combined with the development of new tools to satisfy reporting requirements. The contractor shall develop tools that can be used by internal and external stakeholders, including enhancements to the Brownfields EnviroFacts, Cleanups in My Community, and GeoGrants tools.

Subtask 4.5 Data Marts, Data Sharing, and System Integration

The ACRES database is one of many databases that collects information related to the assessment, cleanup, and reuse of brownfields. Within EPA, the Compass Data Warehouse (CDW) and other systems contain information related to Brownfields cooperative agreements, including information on grant funding. In addition, several Regions maintain small systems to capture activity. Outside of EPA, State and Tribal Voluntary Cleanup Program (VCP) information systems, as well as local information management systems, contain brownfields information. Other Federal agencies maintain information of interest to brownfields projects as well.

In certain cases, OBLR may decide to integrate functionality from other systems with the ACRES database. It is necessary that OBLR continue to improve tools for regional staff to track progress towards performance goals. In addition, OBLR anticipates to link to EPA grant and financial management systems (e.g., the Integrated Grant Management System (IGMS), the Compass Financials system, and CDW) in order to provide staff with more integrated and accurate views of budget and performance information.

The contractor shall develop, document, and implement methods to share information between ACRES and other systems, consistent with E-Gov and Clinger-Cohen mandates. These protocols will allow ACRES to access data from these other systems, without taking ownership of this data. The contractor shall research, analyze, recommend, and document strategies, technologies, and procedures to accomplish data sharing objectives.

Future releases of ACRES may include changes to the operating environment and major modifications may be made to the database structure to accommodate several emerging requirements. The contractor shall also research, analyze, recommend, design, implement, and document strategies, technologies, and procedures to accomplish database integration.

TASK 5. TASK ORDER TRANSITION

Services under this task order are vital to the Government and must be continued without interruption. The contractor shall furnish phase-in training and cooperate to effect an orderly and efficient transition to a successor, either the Government or another contractor, in accordance with FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991).

In addition to the requirements in the clause, the contractor shall conduct a physical inventory of the project and team libraries for systems documents, life cycle documents, and other documentation (e.g., third party software). Upon creation of the inventory, the contractor shall reconcile inventoried documentation with that listed in the statement of work (if applicable), review the status of all products, arrange for the return of needed documentation and disposal of all unwanted documentation, and confirm the format in which documentation shall be delivered to the EPA.

VIII. DELIVERABLES AND DELIVERY SCHEDULE

All documents, software, and deliverables will be developed in an iterative manner. Non-formal, preliminary and interim outlines and annotated outlines of deliverables will be provided for informal review. Draft and final deliverables will be provided for formal receipt and acceptance, tracked via completion of forms indicating receipt and acceptance. Continual adjustment and improvement of deliverables will result from this process. Deliverables may be finalized and delivered prior to their due date and the government will review such deliverables within two weeks of receipt.

SOW TASK #	DELIVERABLE TITLE	#CALENDAR DAYS AFTER CONTRACT AWARD
1.1	Program Management Plan	Draft - 15, Final - 30
1.1	Annual Update to Program Management Plan	Within one month of the start of each option period
1.3	Monthly Progress Report	Monthly, no later than 10 th calendar day
1.3	Monthly Invoice	Monthly, no later than 10 th calendar day
1.4	Announcements Materials	To Be Determined
1.4	Briefing Materials	To Be Determined
1.4	Meeting Agenda	To Be Determined
1.4	Meeting Notes	Within 10 business days of meeting conclusion
2.1	Quality Management Plan	Within three months of award, updated on an ongoing basis
2.2	Summary of the Needs Assessment	To Be Determined
2.2	Monthly Data Management and Trends Analysis Reports	Monthly, on 25 th calendar day
2.3	Electronic copies of all successful grant proposals and documents submitted for data entry by cooperative agreements awarded after FY2002	To Be Determined
2.4	Ad hoc data analysis and reports	To Be Determined
3	Training Curricula	To Be Determined
4.1	Report of all defects	Monthly, on 25 th calendar day
4.2	Updated Release and Accompanying Documentation	To Be Determined
4.3	Performance Measurement Analysis Report	To Be Determined
4.4	Report on Potential Developments/Enhancements	To Be Determined
4.5	Methods, Protocols, Procedures, Plans,	To Be Determined
5	Transition Plan and Schedule	10 days following the Contracting Officer's written notice
5	Task Order Documentation Inventory	At completion of transition
5	In Phase-in Training	15 days from technical direction issued by COR
5	Transition Phase-in, Phase-out services	Following the Contracting Officer's written notice for up to 90 days after contract expiration

IX. INFORMATION MANAGEMENT (IM) AND INFORMATION TECHNOLOGY (IT) REQUIREMENTS

1. Enterprise Architecture

To ensure continued EPA Chief Information Officer (CIO) and Office of Management and Budget (OMB) approvals, all work to be performed under this contract shall align with and follow EPA and Federal Enterprise Architecture, security, and system life cycle requirements. Standards include:

- Enterprise Architecture Policy, Directive 2120.3 (PDF 43KB, 10 pp.)
- Enterprise Architecture Status Report 2004 (PDF 7.5 MB, 152 pp.)
- Enterprise Architecture Status Report 2003 (PDF 3.8 MB, 148 pp.)
- Enterprise Architecture Governance Procedure 2006 (PDF 4.91 MB, 32 pp.)

2. IM / IT Policy

All design, development, modification/enhancement, test, and implementation activities provided under this contract shall be performed using EPA's standard hardware and software products and technologies as specified in the EPA's most current EPA Enterprise Roadmap, Information Resource Management Manual <http://www.epa.gov/irmpoli8/archived/polman> , hardware and software standards, LAN operating procedures, and any other applicable EPA policy and procedure relating to Information Management (IM) and Information Technology (IT).

The contractor shall comply with all applicable Federal http://www.whitehouse.gov/omb/inforeg_infopoltech#prm and EPA IM and IT policy and procedural guidelines, including:

- OMB Circular A-119 revised (Federal Use of Standards)
- OMB Circular A-130 (Management of Federal Information Resources)
http://www.whitehouse.gov/omb/circulars_a130_a130appendix_iii
- OMB Memorandum on Information Technology Architectures
http://www.whitehouse.gov/omb/memoranda_m97-16
- All regulations, policy, and guidance related to the implementation of the Privacy Act, including recent OMB memoranda and guidance
http://www.whitehouse.gov/omb/memoranda_m01-05

The contractor shall also comply with applicable specifications and standards found in the National Institute of Standards and Technology's (NIST), Federal Information Processing Standards Publications (FIPS PUBS), Special Publications (SPEC PUBS), and specifications and standards adopted by the Federal Geographic Data Committee (FGDC) for spatial geographic data in Geographic Information Systems (GIS).

The Contractor shall maintain and improve performance measurements and communication tools to enable sound decisions for the assessment, cleanup and sustainable reuse of Brownfields resulting in more healthy, sustainable communities.

3. Information Technology Systems Security

a. Information Technology (IT) System Security Program

The vendor's quotation shall:

- (1) Include a detailed outline (commensurate with the size and complexity of the requirements of the SOW) of its present and quoted IT systems security program;
- (2) Demonstrate that it complies with EPA security requirements, the Computer Security Act of 1987; Office of Management and Budget (OMB) Circular A-130, Appendix III.
- (3) Include an acknowledgment of its understanding of the security requirements.

b. Required Training for IT Systems Security

EPA policy (Directive 2195A1, EPA's Information Security Manual), requires that, at a minimum, the contractor's Background Investigation level must be equal to their EPA counterpart. Contractors must receive security training commensurate with their responsibilities for performing work under the terms and conditions of this contractual agreement.

The successful vendor shall be responsible for assuring that each contractor employee has completed the EPA Computer Security Awareness Training course prior to performing any task order work. The contractor shall be required to maintain a listing of all individuals who have completed this training and submit this listing to the Government.

Additional security training requirements commensurate with the position may be required as defined in OMB Circular A-130 or NIST Special Publication 800-16, "Information Technology Security Training Requirements". These documents provide information about IT security training that may be useful to potential vendors.

c. References

The following documents are electronically accessible:

- (1) OMB Circular A-130, Appendix III
http://www.whitehouse.gov/omb/circulars_a130_a130appendix_iii
- (2) NIST Special Publication 800-16, "Information Technology Security Training Requirements:" <http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>

4. Information Technology Systems Security Specifications

The contractor shall comply with the IT systems security and/or privacy specifications set forth herein; EPA policy (Directive 2195A1, EPA's Information Security Manual); and the Federal Information Security Management Act (FISMA), Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems" which may be found at the following websites:

- Federal Information Security Management ACT of 2002:
<http://csrc.nist.gov/groups/SMA/fisma/index.html>
- OMB A-130, Appendix III:
http://www.whitehouse.gov/omb/circulars_a130_a130appendix_iii

The contractor shall include this provision in any subcontract awarded pursuant to this task order. Failure to comply with these requirements shall constitute cause for termination.

The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of the SOW. The contractor shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of sensitive Government information, data, and/or equipment.

In addition, during all activities and operations on Government premises, the contractor shall comply with EPA, including Operational Division, rules of conduct.

a. Required IT Systems Security Training

The contractor shall assure that each employee has completed the EPA Computer Security Awareness Training prior to performing any work under this task order and on an annual basis in compliance with EPA requirements.

The contractor shall maintain a listing by name and title of each individual working under this task order that has completed the required security training. Any additional security training completed by contractor staff shall be included on this listing. The listing of completed training shall be included in the first technical progress report. (See SOW status reporting requirements.) Any revisions to this listing as a result of staffing changes shall be submitted with next required technical progress report.

b. Position Sensitivity Designations

The Government has determined that the following position sensitivity designations and associated clearance and investigation requirements apply under this task order:

Non Sensitive (Requires Suitability Determination with an NACI).

Contractor employees assigned to the following positions are subject to a National Agency Check and Inquiry Investigation (NACI).

- Database Administrator
- Systems Developer
- Project Manager

The contractor shall pay the cost of required security background investigations for contractor employees. Contractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation. Verifications of completed investigations (e.g. copies of certificates of investigations or security clearances), as well as requests for new investigations, shall be submitted to the COR.

5. Commitment to Protect Sensitive Information

a. Contractor Agreement

The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information Generally)
- Public Law 96-511 (Paperwork Reduction Act)

b. Contractor-Employee Non-Disclosure Agreements

Each contractor employee who may have access to sensitive information under this task order shall complete the "Contractor Employee Non-Disclosure Agreement" available on the NITAAC Website.

A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the COR prior to performing any work under the task order.

c. Confidential Treatment of Sensitive Information

The contractor shall ensure the confidential treatment of sensitive information. The contractor shall be responsible for properly protecting all information used, gathered or developed as a result of this statement of work. The contractor agrees to comply with IT systems security and privacy specifications set forth in Federal and EPA IT policy including, but not limited to: EPAAR 1552.211-79 Compliance with "EPA Policies for Information Resources Management" and EPAAR 1552.245-71 "Government-Furnished Data".

III. SUBMISSION INSTRUCTIONS

Quotations must be received no later than 12:00 PM ET Tuesday, March 3, 2015. Quotations not received by the time and date specified and in the manner specified will be eliminated from further consideration.

Quotations in two separate Volumes I and Volume II shall be emailed to the Contract Specialist, Manuela Meyer, at Meyer.Manuela@epa.gov in the electronic format specified herein. Printed or hard-copy quotations will not be accepted. The following number of copies of your technical and cost quotations shall be submitted:

Volume I) Technical Quotation:	One (1) emailed .doc, .docx or searchable .pdf document
Volume II) Price Quotation:	One (1) emailed .doc, .docx or searchable .pdf document and One (1) emailed .xls or .xlsx document

File size: All electronic files when combined shall be no larger than 20 MB.

All quotation submissions shall include the following information on the cover page of both Volume I) Technical Quotation and Volume II) Price Quotation:

- (a) RFQ Number (RFQ950394)
- (b) Date of Submission
- (c) Corporate name, complete business mailing address, phone and fax numbers
- (d) Tax Identification Number (TIN)
- (e) Dun & Bradstreet Number (DUNS)
- (f) GSA Schedule 70 Contract number and expiration date
- (g) Business Size
- (h) Point of Contact name, email address, telephone and fax numbers
- (i) Authorized representative name, title and signature

VOLUME I) TECHNICAL QUOTATION

The Technical Quotation shall be regarded as a separate or readily detachable part of the total quotation package. All cost or pricing details must be omitted from this part of the total quotation. Vendors are urged to prepare a technical quotation, which is specific and sufficiently detailed to allow a complete evaluation of your method for satisfying the requirements outlined in the SOW. These instructions are provided for the development of a clear and readable technical quotation:

A. FORMAT

The Technical Quotation shall be prepared using the following guidance:

- a) Quantity – The vendor shall submit 1 electronic copy of the Technical Quotation in its own volume via email to the Contract Specialist in the format specified herein.
- b) Length – The maximum total length of the written technical quotation shall be limited to 30 single sided electronic pages. Excluded from the page limitation are the cover page, table of

contents, past performance questionnaires, client authorization letters, Quality Management Plan (Appendix A), and Resumes and Letters of Commitment of Key Personnel (Appendix B). All pages beyond the page limitation will not be evaluated.

- c) Format – The electronic copy of the Technical Quotation shall be provided in a .doc, .docx or searchable .pdf format. In addition, all files shall be virus free, non-corrupted, and contain no password protection.

Pages shall be prepared on a standard letter format size of 8 ½" X 11". Pages in excess of this size shall not be used. Vendors shall use a font size not less than 10 point type for written content. A smaller type size may be used for tables and figures. Margins shall not be less than one inch on all sides, excluding pages numbers, headers and footers.

B. TECHNICAL QUOTATION INSTRUCTIONS

The vendor's technical submission should demonstrate the firm's capability to perform the requirements outlined in the SOW. Vendors shall provide a technical quotation that sufficiently addresses their qualifications and abilities in the following evaluation criteria and appendices:

- 1) Technical Knowledge and Approach
- 2) Labor Mix
- 3) Key Personnel
- 4) Management Approach
- 5) Past Performance
- Appendix A) Quality Management Plan
- Appendix B) Resumes and Letters of Commitment of Key Personnel

Section 1) Technical Knowledge and Approach

The technical quotation should demonstrate technical knowledge, understanding, experience and capability to perform each task in the statement of work. Vendors should demonstrate how its technical knowledge and approach will be applied to each task under this requirement; ability to provide innovative and creative solutions to the contract SOW; and how their technical knowledge and approach will be beneficial to the Information Technology (IT) Support for Assessment Cleanup and Redevelopment Exchange System (ACRES) for the Office of Brownfields and Land Revitalization (OBLR), Regional counterparts and stakeholders.

Section 2) Labor Mix

The technical quotation should include a-labor mix with labor categories; detailed descriptions of labor categories; a plan to distribute level of effort among tasks; and a plan to distribute level of effort among prime and subcontracting teams in order to meet all requirements of the statement of work.

For the plan to distribute level of effort among tasks, the format below is preferred; however, the number of labor categories and breakdown of tasks is at the vendor's discretion and the format can be modified accordingly.

Labor Category	Contractor / Subcontractor or Consultant	Task #	Task #	Task #	Task #	Task #	Total Hours per Labor Category
Total Hours per Task							

Section 3) Key Personnel

In this section the vendor shall provide information on the key personnel who will manage and deliver the support requested in the contract SOW. As defined by EPAAR 1552.237-72 "Key Personnel" in the Terms and Conditions of the Request for Quotation, the following individuals are considered key:

- Program Manager
- Project Manager

At a minimum, the Government considers the Program Manager and Project Manager to be key personnel; however, the vendor may include other individuals as key personnel with an explanation of why they consider them to be important to the performance of the contract. The vendor shall indicate whether key personnel are company employees, new hires, subcontractors or consultants. The total number of key personnel shall not exceed six individuals.

The vendor shall provide resumes for each key personnel quoted. The resume shall demonstrate that the personnel possess the experience, education and qualifications necessary to successfully manage and perform the SOW including demonstrated ability to organize and manage large and technically complex contracts; ability to manage subcontractors and consultants; ability to schedule and coordinate several concurrent tasks; ability to perform contract administration functions; and ability to anticipate, identify and resolve potential problems. The vendor shall provide a clear demonstration that key personnel are available and dedicated to this contract and that the vendor has the ability to retain key personnel throughout the duration of the contract.

Each resume shall include the percentage of time they will be available to devote to any resultant contract; level of education, degree(s) awarded, if any, and the field of study; present job title, description, number of years in that position, and number of years experience in the field of expertise; professional accomplishments in terms of relevant publications, honors, awards; significant and relevant project experience; signature of the individual and an authorized official of the vendor's firm.

Each resume submitted shall be limited to 4 typewritten pages (2 double sided pages) and each letter of commitment submitted shall be limited to 2 typewritten pages (1 double sided page). All resumes and letters of commitment submitted shall be on 8.5" x 11" paper, using no less than 10 point character size and no less than one inch all around for margins, and shall be included in Appendix B. The Government will not read, evaluate or consider any pages in excess of the specified page limit.

Section 4) Management Approach

The technical quotation should include a management approach to perform all tasks of the requirement in a timely and efficient manner, ensure quality work products, provide excellent internal and external communication, control costs, and manage subcontractor arrangements and consultants. The vendor

should include its system for cost and performance monitoring, demonstrating its ability to effectively track cost and performance, mitigate potential performance problems, resolve actual performance problems and address the overall challenges of ACRES.

Section 5) Past Performance

The technical quotation shall identify three (3) individual clients or references for which the vendor has performed work within the past five (5) years, or is currently performing, that are similar in nature to the requirement in this RFQ. Past performance may be collected via Past Performance Questionnaire, the Contractor Performance Assessment Reporting System (CPARS), and direct communication with the clients or references provided. Past Performance Questionnaires and CPARS reports will not count towards the page limitation in the technical quotation.

Vendors shall complete the Contract Data section of the Past Performance Questionnaire (Attachment B) and submit the Questionnaire to the cited client POC(s) for completion. Vendors shall provide the Contract Data information of each client identified. The Government may contact the listed clients. The Contracting Officer may use other sources to access past performance. The completed questionnaire must be returned directly to EPA by the client (not the vendor) via electronic submission to the following email: Meyer.Manuela@epa.gov. The vendor is responsible for ensuring timely submission. **Past Performance Questionnaires are due no later than COB Tuesday March, 3, 2015.** Late submissions of the Past Performance Questionnaires may not be accepted.

A copy of the completed and approved contractor performance evaluation report in Contractor Performance Assessment Reporting System (CPARS) will be accepted as a substitute to the Past Performance Questionnaire from referenced clients. The Government may obtain CPARS reports from clients not referenced in the quotation at the Contracting Officer's discretion.

APPENDIX A) Quality Management Plan

In this appendix, the vendor shall include the documentation required by provision EPA-L-46-101. "Instructions for the Preparation of a Quality Management Plan" as defined herein. The vendor's Quality Management Plan (QMP) will be incorporated into any resulting contract.

EPA-L-46-101 INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT PLAN

- (a) Each offeror, as a separate and identifiable part of its technical quotation, shall submit a Quality Management Plan (QMP) setting forth the offeror's capability for quality assurance. The plan shall address the following:
 - (1) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.
 - (2) An organizational chart showing the position of a Quality Assurance function or person within the organization. It is highly desirable that the Quality Assurance function or person be independent of the functional groups which generate measurement data.
 - (3) A delineation of the authority and responsibilities of the Quality Assurance function or person and the related data quality responsibilities of other functional groups of the organization.
 - (4) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

- (5) The background and experience of the proposed personnel relevant to accomplish the Quality Assurance specifications in the Statement of Work.
- (6) The vendor's general approach for accomplishing the Quality Assurance specifications in the Statement of Work.

(b) Additional information on EPA requirements for the Quality Management Plan can be accessed at the following: <http://www.epa.gov/quality/qs-docs/r2-final.pdf>

APPENDIX B) Resumes and Letters of Commitment of Key Personnel

In this appendix, the vendor shall include resumes and letters of commitment of Key Personnel as described in Technical Quotation Instructions.

VOLUME 2) PRICE QUOTATION

A. FORMAT

The vendor shall submit 1 electronic copy of the price quotation in its own volume (not included with the technical quotation) via email to the Contract Specialist. The price quotation shall use a page size limit of 8.5" x 11, be no less than 10 point font size, and no less than one inch margins all around. Page numbers shall be included and shall be within the margins. There is no page limitation to the price quotation. The electronic copy of the price quotation shall be provided in a .doc, .docx or searchable .pdf format. In addition, all files shall be virus free, non-corrupted, and contain no password protection. Pricing information for all contract line items shall be provided in a separate electronic file in .xls or .xlsx format with all formulas and calculations intact/unlocked. For pricing purposes, the vendor shall assume an estimated start date approximately on or around May 1, 2015.

B. CONTENT

The evaluated price will be the sum of the quoted not-to-exceed amounts for the twelve (12) month base period and each of the four (4) one (1) year option periods of the term of the contract. Vendors are encouraged to offer a discount from their GSA FSS contract rates. The price quotation shall include the following:

- 1) Complete Copy of the Request for Quotation (SF-18) Form
- 2) Additional representations and certifications required by this RFQ that are not already included in your GSA Schedule 70 contract.
- 3) One copy of your GSA Pricelist/Schedule contract to include the contract terms and conditions to include the latest modification related to the price list.
- 4) Fixed hourly fully burdened labor rates based off the vendor's GSA Schedule 70 for all labor categories quoted. Vendors are strongly encouraged to offer discounts off their rates. The vendor shall clearly identify the original rate, percent discount and the final discounted rate. NOTE: Any subcontractors and/or consultants shall be quoted using the Prime vendor's GSA labor categories and rates.

- 5) Description of all assumptions and conditions on which the price quotation is based, including a breakdown of each task, explanation of the development of the quoted costs (including labor categories, number of hours and corresponding fully loaded labor rates), as well as any travel and other direct costs expenses.
- 6) Completed level of effort price quotation format described below for each of the five periods of the task order, identifying the labor category, contractor (Prime, Subcontractor, Consultant), level of effort, GSA schedule rate, percentage of discount, discounted rate, and other direct costs (list all separately). The total price of each period should be identified.
- 7) Calculation of the total contract price for the base and four option periods.

For price quotation preparation purposes, vendors shall assume a contract start date approximately on or around May 1, 2015. Estimated other direct costs (ODCs) are \$70,000.00 annually. The estimated level of effort for each period is as follows:

Base	20,798 hours
Option Period I	17,446 hours
Option Period II	17,446 hours
Option Period III	17,446 hours
Option Period IV	17,446 hours

The successful vendor's total contract price will be used as part of the Government's price evaluation and will represent the successful vendor's contract value at time of award. Proposed rates will be incorporated in the resultant contract as "not to exceed" or "ceiling" rates. Government provided estimates for level of effort and ODCs are for evaluation purposes only and will not be incorporated into any resultant contract.

The format below is preferred; however, the number of labor categories quoted is at the vendor's discretion and the format can be modified accordingly.

Level of Effort Price Quotation Format

Period (Date – Date)

Labor Category	Contractor/ Subcontractor/ Consultant	Hours	GSA Rate	% Discount	Discounted Rate	Total
Subtotal						
Total Labor Costs						
Other Direct Costs (list all ODCs separately)						
Total Price						

IV. EVALUATION CRITERIA

A. BASIS FOR AWARD

The Government will perform source selection in accordance with FAR 8.4 on a “Best Value” basis. The Government will review the strengths and weaknesses of each vendor’s technical quotation submission based on the factors below; listed in descending order of importance. For the RFQ non-cost/price factors, including past performance, are considered more important than cost and price. A single award will be made to the responsible vendor submitting an overall quotation that is determined most advantageous to the Government, price and non-price factors considered.

B. TECHNICAL QUOTATION EVALUATION

Section 1) Technical Knowledge and Approach

The vendor will be evaluated on the demonstrated technical knowledge, understanding, experience and capability to perform each task in the statement of work. Vendors will be evaluated on how its technical knowledge and approach will be applied to each task under this requirement; ability to provide innovative and creative solutions to the contract SOW; and how their technical knowledge and approach will be beneficial to the Information Technology (IT) Support for Assessment Cleanup and Redevelopment Exchange System (ACRES) for the Office of Brownfields and Land Revitalization (OBLR), Regional counterparts and stakeholders.

Section 2) Labor Mix

The vendor will be evaluated on its labor mix and labor categories; detailed descriptions of labor categories; plan to distribute level of effort among tasks; and plan to distribute level of effort among prime and subcontracting teams in order to meet all requirements of the statement of work.

Section 3) Key Personnel

The vendor will be evaluated on Key Personnel (including Program Manager, Project Manager, and any additional key personnel) with equal importance, demonstrated experience, education, and qualifications necessary to successfully manage and perform the SOW; ability to organize and manage large and technically complex contracts; ability to manage subcontractors and consultants; ability to schedule and coordinate several concurrent tasks; ability to perform contract administration functions; ability to anticipate, identify and resolve potential problems; ability to meet the requirements defined by EPAAR 1552.237-72 “Key Personnel”.

Section 4) Management Approach

The vendor will be evaluated on its a management approach and demonstrated ability to perform all tasks of the requirement in a timely and efficient manner, ensure quality work products, provide excellent internal and external communication, control costs, and manage subcontractor arrangements and consultants. The vendor will be evaluated on its quoted system for cost and performance monitoring as well as its demonstrated ability to effectively track cost and performance, mitigate potential performance problems, resolve actual performance problems and address the overall challenges of ACRES.

Section 5) Past Performance

Vendors will be evaluated on past performance based on information submitted in response to the RFQ including completed past performance questionnaires submitted by the vendor's current and former clients, past performance information contained in the Contractor Performance Assessment Reporting System (CPARS), or any source of past performance information. Past performance will be evaluated on the vendor's demonstrated performance of contracts and subcontracts currently in process or completed during the past five (5) years, from three sources, which are similar in nature to this requirement. The quality, schedule, cost control, management, and utilization of small business; regulatory compliance; and other areas will be considered and weighted equally when evaluating the vendor's past performance.

Vendors with no past performance history, whose past performance is not relevant, or for whom past performance data is not available, will be given a neutral rating for this factor and will not be evaluated either favorably or unfavorably on past performance

Appendix A) Quality Management Plan

The vendor shall submit a quality management plan that meets all the requirements of EPA-L-46-101 below. Plans that meet all requirements will be rated "Pass", plans that do not meet all requirements will be rated "Fail".

C. PRICE QUOTATION EVALUATION

In evaluating price, the Government will determine that the total price is fair and reasonable in accordance with FAR 8.404(d) and FAR 8.405-2 (d).

The Government will validate that any information provided in other parts of the quotation is consistent with the information provided in the price quotation. Any inconsistencies will be noted and may adversely affect the quotation evaluation.

V. TERMS AND CONDITIONS

Note: Applicable Clauses and terms and conditions of the appropriate GSA Schedule will be incorporated by reference, by citing the applicable GSA Schedule number in the resulting award document, but EPA has included additional provisions and clauses that are unique to this Agency that must be included to supplement Agency specified terms and conditions. The full text of EPAAR clauses clause may be accessed electronically at: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>.

A. CONTRACT ADMINISTRATION

EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representative (COR) is as follows:

To be included at time of award.

Contracting Officials responsible for administering this contract are as follows:

Contracting Officer: *To be included at time of award.*

Contract Specialist: *To be included at time of award.*

SUBMISSION OF INVOICES

INVOICE PREPARATION INSTRUCTIONS (SF 1035)

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor – identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts – identify the major cost elements for each subcontract.

Other Direct Costs – when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates – identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment – identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software – identify by item the quantities, unit prices, and total dollars billed.

Travel – when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher re-submittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher re-submittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address – show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.
- (2) Contract Number – insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouched costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates,

Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract

ELECTRONIC/EMAIL SUBMISSION INVOICING PROCEDURES

- (1) Send invoices to: DDC-KInvoices@epa.gov (Note: this is for contract invoicing only and not small purchases). No follow-up hardcopy for the Finance Center is required. All other requirements for the PO and CO should be continued per the contract terms.
- (2) Please put the Contract No., Invoice No., and Task Order No. in the SUBJECT line of the email. Example: I_68w09999_234B_00005.pdf If multiple invoices are attached, please put the Contract No. only. If multiple invoices, please limit number of attachments/invoices to 10 per email. Please submit separate emails per contract.
- (3) Email body:
 - a. Submit no correspondence in the body of the email and do not include any attachments which are not invoices.
 - b. Provide all relevant information within each invoice attachment. Invoice page 1 must be the first page of image. It is suggested that the following statement be included in email body:
"NOTICE: this email data is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any unauthorized use of this email is prohibited."
- (4) Invoices must be in PDF format and attached to the email. A separate attachment for each invoice is required. If scanned, the size should be standard 8.5 x 11.
- (5) Each invoice must be signed by a representative of the contractor that is fully and completely authorized to sign on behalf of the contractor. The representative must also print their name, direct dial phone number, and email address as a point of contact (POC).
- (6) Attachment file name protocol is very important (invoice may be rejected if .pdf naming protocol is incorrect).

Please submit using the following attachment name fields separated by underscores:

Contract number-Field is 8 digits (for non-EPA contracts we use the first two digits and the last six digits)

Invoice number-Field is 11 digits. Please do not exceed 11 digits per invoice #. However any invoice which exceeds the 11 digits will be entered using the 11 digits starting from the right. Numbers should not begin with a zero or with a special character. Invoice #s should not include an underscore or a '/'.

Order number- Field is 5 digits (if no order #, please enter '00000' or simply end with the .pdf)

Fields for contract #, invoice # and order # should be separated by underscores.

Examples:

I_EPXX9999_STB-300_00001.pfd

I_68XX0000_7.pdf (no order number required)

I_261D00XX_54678994999_00000.pdf (use zeros as placeholders; no order number required)

I_GSF0440G_B345_01100.pfd

- (7) Receipt of invoice by EPA: An auto reply will be sent per email; it will not include the previously sent email, but will reference the SUBJECT line of the email. Therefore it is important to include the contract number in the SUBJECT line. If for some reason the EPA cannot accept electronic invoicing from the contractor, the contractor will be notified as soon as such an event is known. The reasons for non-acceptance includes, but is not restricted to, viruses or server problems. The contractor is required to contact RTP-FC immediately if submissions are rejected. If RTP-FC is unable to accept electronic invoice submissions from the contractor, the contractor must submit its invoices following standard procedures.
- (8) Receipt date for invoices will be the date RTP-FC retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.
- (9) Submitted invoices which do not conform to these procedures may be determined to be an inappropriate submission and are subject to rejection.
- (10) No request for status of payment should be sent to the DDC-KInvoices@epa.gov email box. The email box is strictly for submission of invoices only.

B. CONTRACT CLAUSES

NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

REGULATION	NUMBER	DATE	TITLE
FAR	52.204-14	(JAN 2014)	SERVICE CONTRACT REPORTING REQUIREMENTS
FAR	52.227-14	(MAY 2014)	RIGHTS IN DATA-GENERAL
FAR	52.237-3	(JAN 1991)	CONTINUITY OF SERVICES
FAR	52.248-6	(MAY 2004)	TERMINATION (COST REIMBURSEMENT) (ALT IV)
EPAAR	1552.203-71	(SEPT 2000)	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
EPAAR	1552.208-70	(DEC 2005)	PRINTING
EPAAR	1552.211.75	(APR 1984)	WORKING FILES
EPAAR	1552.211-78	(APR 1985)	MANAGEMENT CONSULTING SERVICES

INCORPORATION OF GSA SCHEDULE CONTRACT

The contract clauses and terms and conditions of GSA schedule contract number to be determined are hereby incorporated by reference.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration date.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 0 days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>
<http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 1994) Alternate I (1994)

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.
- (c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.
- (d) Remedies—The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor

from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

- (e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY 1994)

- (a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.
- (b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.
- (c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.
- (d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING, ALTERNATE V (HEADQUARTERS SUPPORT) (APR 2004)

- (a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.
- (b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to

perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

- (c) The Contractor, during the life of this contract, will be ineligible to enter into a contract with EPA to perform response action work (e.g., Response Action Contract (RAC), Emergency and Rapid Response Services (ERRS), Superfund Technical Assistance and Removal Team (START), and Enforcement Support Services (ESS) contracts), unless otherwise authorized by the Contracting Officer.
- (e) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.
- (f) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.
- (g) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.
- (h) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.
- (i) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

EPAAR 1552.211-72 MONTHLY PROGRESS REPORT (JUN 1996)

- (a) The Contractor shall furnish two electronic copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work

assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.
- (d) The report shall specify financial status at the contract level as follows:
 - (1) For the current reporting period, display the amount claimed.
 - (2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
 - (iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
 - (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
 - (6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.
- (e) The report shall specify financial status at the work assignment or delivery order level as follows:
 - (1) For the current period, display the amount claimed.
 - (2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

- (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
 - (iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
 - (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
 - (5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.
 - (6) A list of deliverables for each work assignment or delivery order during the reporting period.
- (f) This submission does not change the notification requirements of the “Limitation of Cost” or “Limitation of Funds” clauses requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the following addresses on or before the 15th calendar day of each month following the first complete reporting period of the contract. See EPAAR 1552.232–70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies:	Addressee:
One (1) Electronic Copy	Contracting Officer’s Representative (COR)
One (1) Electronic Copy	Contracting Officer (CO)

EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JAN 2012)

- (a) *Definition.* Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:
- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
 - (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
 - (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
 - (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

- (b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.
- (c) Section 508 requirements (accessibility). Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.
- (d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/policies/index.html>.

EPAAR 1552.232-70 SUBMISSION OF INVOICES ALTERNATE I (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 21 on the cover of the contract; two copies to the Contracting Officer's Representative (the Contracting Officer's Representative may direct one of these copies to a separate address); and one copy to the Contracting Officer.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal—Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.
- (c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in the Contract Administration section in the Terms and Conditions of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.
- (2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element

shall include the appropriate supporting schedules identified in the invoice preparation instructions.

- (3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).
 - (4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.
- (d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (e) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216–7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.
- (2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.
 - (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

EPAAR 1552.232-73 PAYMENTS—FIXED-RATE SERVICES CONTRACT (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

- (a) Hourly rate.
- (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of paragraph (e) of this contract, pay the voucher as approved by the Contracting Officer.
 - (2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this contract.

- (3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

- (1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.
- (2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with paragraph (b)(3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.
- (3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.
- (4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding paragraph (b)(1) of this contract, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess

of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

- (c) Contracting Officer notification. For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.
- (d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.
- (e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:
 - (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

- (g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (APR 1984)

- (a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:
- (1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.
 - (2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.
 - (3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:
 - (i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:
 - (A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.
 - (B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.
 - (C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.
 - (ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.
 - (iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

- (b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.
- (c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (APR 1984)

- (a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:
 - (1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.
 - (2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.
 - (3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.
 - (4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.
- (b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APR 1996)

- (a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential

treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

- (b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:
- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
 - (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
 - (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;
 - (4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);
 - (5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;
 - (6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;
 - (7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;
 - (8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;
 - (9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and
 - (10) Pursuant to a court order or court-supervised agreement.
- (c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.
- (d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to

analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

- (e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.
- (f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

To be determined at time of award

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Contracting Officer's Representative a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)

- (a) Definitions.
 - Contracting officer's representative (COR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.
 - Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.
- (b) The contracting officer's representative(s) may provide technical direction on contract or work request performance. Technical direction includes:
 - (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
 - (2) Evaluation and acceptance of reports or other deliverables.
- (c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer's representative (s) does not have the authority to issue technical direction which:
 - (1) Requires additional work outside the scope of the contract or task order;
 - (2) Constitutes a change as defined in the "Changes" clause;
 - (3) Causes an increase or decrease in the estimated cost of the contract or task order;
 - (4) Alters the period of performance of the contract or task order; or
 - (5) Changes any of the other terms or conditions of the contract or task order.

- (d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer's representative.
- (e) If, in the contractor's opinion, any instruction or direction by the contracting officer's representative (s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:
 - (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
 - (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
 - (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.
- (f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.
- (g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer's representative, shall be at the contractor's risk.

EPAAR 1552.237-72 KEY PERSONNEL (APR 1984)

- (a) The Contractor shall assign to this contract the following key personnel:

Program Manager: To be included at time of award

Project Manager: To be included at time of award

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS (JUN 1999)

- (a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this contract shall not:
 - (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
 - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
 - (3) Be used in administration or supervision of Government procurement activities.
- (c) *Employee relationship.*
 - (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
 - (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.
- (d) *Inapplicability of employee benefits.* This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
 - (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
 - (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
 - (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
 - (4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
 - (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (e) *Notice.* It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
 - (1) The Contractor should notify the Contracting Officer in writing promptly, within seven (7) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance

of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

- (2) The Contracting Officer will promptly, within fourteen (14) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
- (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
 - (ii) Countermand any communication regarded as a violation,
 - (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
 - (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA (SEP 2009)

- (a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:
- (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.
- (d) The following data will be furnished to the Contractor on or about the time indicated:

EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON EPA CONTRACTS

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

- 1. The actual preparation of Congressional testimony.
- 2. The interviewing or hiring of individuals for employment at EPA.
- 3. Developing and/or writing of Position Descriptions and Performance Standards.
- 4. The actual determination of Agency policy.
- 5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
- 6. Preparing Award Fee Letters, even under typing services contracts.
- 7. The actual preparation of Award Fee Plans.
- 8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
- 9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and

work performed are reasonable.

10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the Contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime Contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a Contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION (APR 2012)

- (a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74); 2013 Continuing Appropriations Resolution (Pub.L. 112-175); Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6); Continuing Appropriations Act, 2014 (Pub.L. 113-46), and subsequent relevant appropriations acts, the contractor shall provide the contracting officer a certification whereby the contractor certifies
 - (i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and
 - (ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (b) Failure of the contractor to furnish a certification or provide such additional information as requested by the contracting officer may render the contractor ineligible for FY 2012, 2013, 2014 or subsequent FY contract funding.
- (c) The contractor has a continuing obligation to update the subject certification as required.

EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition,

production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION (FEB 2014)

EPA will utilize the FedConnect web portal in administering this contract and all task orders. The contractor must be registered in FedConnect and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>.

INHERENTLY GOVERNMENTAL FUNCTIONS

The contractor shall submit all analyses, options, recommendations, reports and training materials required under the contract in draft form for critical review by the Contracting Officer or the Contracting Officer's Representative. The Government will make all final procedural, regulatory, policy and interpretative decisions resulting from the contractor-provided technical support under this contract. The Government will make the final decision on all contractor-provided recommendations. The contractor shall not publish or otherwise release, distribute or disclose any work product generated under this contract without obtaining EPA's express advance written approval. When submitting materials or reports that contain recommendations, the contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at the recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based. The contractor shall not provide any legal services to EPA under the contract, absent express written advance approval from EPA's Office of General Counsel.

All contractor, subcontractor and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal and local Governments, business, industry and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by a contractor staff in any location that is also occupied by EPA employees shall be identified with the appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g. answering the telephone, participating as a panel member or speaker), the contractor staff shall verbally identify themselves as a contractor personnel so that there is no possible appearance of being EPA officials.

TRAVEL

Performance under this task order may require travel. The contractor shall conduct local and Continental United States (CONUS) travel in accordance with GSA's Federal Travel Regulation found here: www.gsa.gov/fttr. The contractor shall conduct Outside the Continental United States (OCONUS) travel in accordance with the Department of Defense Joint Travel Regulations found here: <http://perdiem.hqda.pentagon.mil/perdiem/trvlregs.html>. The contractor shall adhere to the requirements of Federal Acquisition Regulation (FAR) Subpart 31.2 in incurring allowable travel costs under this task order.

LIMITATION OF GOVERNMENT'S OBLIGATIONS UNDER TASK ORDERS

- (a) Regardless of the type of task order issued, the individual task order may be incrementally funded.
- (b) Under each task order, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work under a task order beyond that point. The Government will not be obligated in any event and under any circumstances to reimburse the contractor in excess of the amount obligated on a task order except for reimbursement of termination settlement costs as provided for under paragraph (g)(3) of the contract clause entitled "TERMINATION(COST REIMBURSEMENT)(ALTERNATE IV)" As used in this clause, the total amount payable by the Government in the event of termination of an applicable Task Order for convenience includes costs, profit, and estimated termination settlement costs for that task order.
- (c) The Contractor will notify the Contracting Officer (CO) and Project Officer (PO), in writing, at least 45 calendar days prior to the date when, in the Contractor's best judgement, the work will reach the point at which the total amount payable by the Government, including if applicable any costs for termination for convenience, will approximate 85% of the total amount then funded on the task order. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance under the task order up to the next scheduled date for incremental funding in the task order, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause. The notification will also advise the CO and PO of the estimated amount of additional funds that will be required for the timely performance of the services ordered, for a subsequent period as specified in the task order or otherwise agreed to by the parties. If, after such notification, the CO does not issue a task order modification obligating additional funds by the date identified in the Contractor's notification, or by an agreed substitute date, the CO will stop work or terminate the task order for which additional funds have not been obligated, pursuant to the clause entitled "Termination for Convenience of the Government." Absent this task order modification, the Government is not obligated to reimburse the contractor for any costs that would exceed the amount funded for the task order under this clause except for reimbursement of termination settlement costs as set forth in paragraph (b) above.
- (d) The parties contemplate that the Government will obligate additional funds for continued performance under the task order and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional obligated funds and to the new estimated period of task order performance. The task order will be modified accordingly.
- (e) If, solely by reason of failure of the Government to obligate additional funds by the dates indicated in a task order, in amounts sufficient for timely performance of the task order requirements, the Contractor incurs additional costs or is delayed in the performance of the work under the task order and if additional funds are obligated, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

- (f) The Government may at any time prior to termination obligate additional funds for the performance of the task order.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and obligation of funds for a task order. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government."

C. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF RESPONDENTS

NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

REGULATION	NUMBER	DATE	TITLE
FAR	52.204-7	(JUL 2013)	SYSTEM FOR AWARD MANAGEMENT
FAR	52.217-5	(JUL 1990)	EVALUATION OF OPTIONS
EPAAR	1552.223-71	(MAY 2007)	EPA GREEN MEETINGS AND CONFERENCES

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (APR 1984)

- (a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.
- (b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

- (c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information.

EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (APR 1984)

- (a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.
- (b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.
-

EPAAR 1552.233-70 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103 (d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

EPA-K-04-101 REPRESENTATION BY CORPORATIONS REGARDING A FELONY CONVICTION UNDER FEDERAL LAW OR UNPAID FEDERAL TAX LIABILITY (APR 2012)

- (a) In accordance with Sections 433 and 434, of the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012 (H.R. 2055; Pub. L. 112-74)) and 2013 Continuing Appropriations Resolution (Pub.L. 112-175), none of the funds made available by the Act may be used to enter into a contract with any corporation that:
- (1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has

considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government;

- (2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that:

- (1) It is ☐ is not ☐ a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months,
- (2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its representation was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A representation that any of the items in paragraph (b) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the representation required by paragraph (b) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The representation in paragraph (b) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly provided an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

THIS REPRESENTATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT REPRESENTATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

AGREEMENT FOR EMAIL SUBMISSION OF CONTRACT INVOICES

The Environmental Protection Agency (EPA) Research Triangle Park Finance Office (RTP-FC) has developed a program that will allow contractors to submit their contract invoices to the Environmental Protection Agency ["EPA" or "Agency"] Finance Center via email. In order for a contractor to submit their invoices via email, the following release agreement must be signed by a duly authorized

representative of the contractor and returned to RTP-FC, and/or the contract terms currently in force must allow for electronic invoicing in the award or modifications. As a part of the release and/or award terms, the contractor agrees to submit invoices subject to the invoicing procedures attached. The contractor should ensure that contract terms are fulfilled concerning submission of invoice copies to the Contracting Officer's Representative and Contracting Officer since the email submitted to RTP-FC will not be forwarded to them. This agreement remains in force until it is terminated or rescinded or applicable sections are modified by EPA.

Release of Liability:

I certify that I, _____ (Name) am the _____ (Official Title) of the contractor, _____ (Company Name) and that I have full and complete authority to sign the following Release Agreement and to bind the contractor, _____ (Company Name), to its terms and conditions. The contractor understands that there are risks inherent with the electronic email submission of invoices, including, but not limited to, the release of confidential business information. The contractor hereby releases the Environmental Protection Agency of any liability with regard to such risks and will make no claims against the Agency if the contractor is harmed as a result of submitting an electronic invoice. The contractor understands that the Agency will not intentionally forward email submissions to potential competitors of the contractor and will be used solely for invoice payment processing purposes. The contractor understands that it is not required to submit invoices electronically via email and this release only applies to those invoices submitted electronically via email.

The contractor therefore understands and accepts the inherent risks of electronically transmitting sensitive data. The contractor further agrees that it will follow the invoicing procedures (copy attached) for any invoices that it chooses to submit electronically. This release applies to all invoices submitted as designated in the procedures below. Further, this release applies to ALL contracts (both current and future) for the contractor listed above.

Please reference current active contract numbers and DUNS _____:

Name (Signature)

Date

SIGNATURE BLOCK

I hereby certify that the responses to the above representations, certifications and other statements are accurate and complete.

Signature: _____
Title: _____
Date: _____

VI. ATTACHMENTS

List of Attachments

- A. Client Authorization Letter
- B. Past Performance Questionnaire

Attachment A. CLIENT AUTHORIZATION LETTER

**Information Technology (IT) Support for Assessment Cleanup and Redevelopment Exchange System (ACRES) for the Office of Brownfields and Land Revitalization (OBLR)
RFQ950394**

Client Authorization Letter

[DATE]

[NAME AND ADDRESS OF REFERENCE]

Dear [REFERENCE POINT OF CONTACT],

We are currently responding to the U.S. Environmental Protection Agency (EPA) Request for Quotation RFQ950394 for the procurement of Brownfields and Land Revitalization Analytical and Technical Support. EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor.

Your name was given to the Government as a reference of our past performance on the following contracts with your agency/firm:

[INSERT LIST]

Attached is the Government's Past Performance Questionnaire. Please complete the attached questionnaire(s) to aid the Government in its evaluation of our past performance and email to Meyer.Manuela@epa.gov. EPA has requested receipt of this information by COB on **Tuesday, March 3, 2015** as their evaluation will commence shortly thereafter.

You are advised that it is Government policy that the identity of sources providing past performance information will not be released outside the Government.

We appreciate your efforts to help the Government fairly evaluate our past performance. Should you have any questions related to this matter, please contact Manuela Meyer at Meyer.Manuela@epa.gov.

Sincerely,

[VENDOR]

Attachment B. PAST PERFORMANCE QUESTIONNAIRE

Information Technology (IT) Support for Assessment Cleanup and Redevelopment Exchange System (ACRES) for the Office of Brownfields and Land Revitalization (OBLR) RFQ950394

This is a past performance questionnaire for The U.S. Environmental Protection Agency (EPA) to obtain past performance information on the contractor listed below. By receiving this questionnaire, the contractor is asking for your cooperation in completing this questionnaire. Information obtained in this questionnaire is for the sole purpose of evaluating the contractor's past performance history to assist EPA in determining the best value for award of a contract resulting from the request for quotation. As a reviewer, your participation in this questionnaire is greatly appreciated.

INSTRUCTIONS:

To complete this questionnaire, the contractor should:

1. Complete the CONTRACT DATA on the next page of this questionnaire.
2. Forward this questionnaire along with a Client Authorization Letter to the reviewer.

To complete this questionnaire, the reviewer should:

1. Review the CONTRACT DATA on the next page of this questionnaire.
2. Complete the RATINGS section on the next page of this questionnaire by evaluating and assigning a rating as defined below for quality, schedule, cost control, management, and utilization of small business; regulatory compliance; and other areas. Include a narrative for each rating if appropriate.
/OR/
3. Submit the completed and approved contractor performance evaluation report in Contractor Performance Assessment Reporting System (CPARS).
4. Review and complete the ADMINISTRATIVE INFORMATION table of this questionnaire.
5. Return the questionnaire to the U.S. EPA by email to Meyer.Manuela@epa.gov by COB on **Tuesday, March 3, 2015.**

QUESTIONS:

If you have any questions about completing or submitting this questionnaire, please contact the Contract Specialist, Manuela Meyer at Meyer.Manuela@epa.gov.

RATINGS*:

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	<i>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</i>
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.	<i>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.</i>
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	<i>To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.</i>
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	<i>To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</i>
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	<i>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</i>
N/A	N/A (not applicable) should be used if the rating category does not apply.	<i>Please explain all ratings of N/A</i>

*The ratings definitions and notes above come directly from the Contractor Performance Assessment Reporting System (CPARS) at <http://www.cpars.gov/cparsfiles/pdfs/CPARSQualityChecklist.pdf>

CONTRACT DATA:

(To be completed by contractor)

Name of Contractor: _____

Duns Number: _____

Contract Title: _____

Contract Number: _____ Contract Value: _____

Contract Type: _____ Contract Award Date: _____

Agency/Org. Name: _____ Contracting Office: _____

Contract Reporting Period (Start): _____ Contract Reporting Period (End): _____

Task Order Title: _____

Task Order Number: _____ Task Order Value: _____

Task Order Type: _____ Task Order Award Date: _____

Task Order Reporting Period (Start): _____ Task Order Reporting Period (End): _____

Description of the work:

The remainder of this form is to be completed by the referenced client and returned to EPA as instructed in the RFQ.

PAST PERFORMANCE:

(To be completed by client)

1. Please check the appropriate Rating for each Performance Element.

	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Quality					
Schedule					
Cost Control					
Management					
Utilization of Small Business					
Regulatory Compliance					
Other Areas					

2. Provide remarks on exceptional performance:
(Provide data supporting this observation. You may continue on additional sheets if necessary.)

3. Provide remarks on unsatisfactory performance:
(Provide data supporting this observation. You may continue on additional sheets if necessary.)

4. Identify corporate affiliations with the contractor:

5. Would you conduct business with this contractor again?

ADMINISTRATIVE INFORMATION:

(To be completed by client)

6. Information Provided by:

Agency/ Firm: _____

Name: _____ Title: _____

E-mail: _____ Phone: _____

Mailing Address: _____ Fax: _____